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**BEFORE THE
RESPIRATORY CARE BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

MIGUEL E. ZARAGOZA
17550 Scott Lane #103
Santa Clarita, California 91387

Respiratory Care Practitioner License No. 23684

Respondent.

Case No. R-2075

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the
above-entitled proceedings that the following matters are true:

PARTIES

1. Stephanie Nunez (Complainant) is the Executive Officer of the
Respiratory Care Board of California (Board). She brought this action solely in her official
capacity and is represented in this matter by Edmund G. Brown Jr., Attorney General of the State
of California, by Elaine Gyurko, Senior Legal Analyst.

2. Miguel E. Zaragoza (Respondent) is representing himself in this
proceeding and has chosen not to exercise his right to be represented by counsel.

3. On or about July 7, 2004, the Board issued Respiratory Care Practitioner
License No. 23684 to Respondent. This license was in full force and effect at all times relevant

1 to the charges brought herein and will expire on August 31, 2009, unless renewed.

2 JURISDICTION

3 4. Accusation No. R-2075 was filed before the Board and is currently
4 pending against Respondent. The Accusation and all other statutorily required documents were
5 properly served on Respondent on May 22, 2007. Respondent filed his Notice of Defense
6 contesting the Accusation. A copy of Accusation No. R-2075 is attached as Exhibit 1 and
7 incorporated herein by reference.

8 ADVISEMENT AND WAIVERS

9 5. Respondent has carefully read and understands the charges and allegations
10 in Accusation No. R-2075. Respondent has also carefully read and understands the effects of this
11 Stipulated Settlement and Disciplinary Order.

12 6. Respondent is fully aware of his legal rights in this matter, including the
13 right to a hearing on the charges and allegations in the Accusation; the right to be represented by
14 counsel at his own expense; the right to confront and cross-examine the witnesses against him;
15 the right to present evidence and to testify on his own behalf; the right to the issuance of
16 subpoenas to compel the attendance of witnesses and the production of documents; the right to
17 reconsideration and court review of an adverse decision; and all other rights accorded by the
18 California Administrative Procedure Act and other applicable laws.

19 7. Respondent voluntarily, knowingly, and intelligently waives and gives up
20 each and every right set forth above.

21 CULPABILITY

22 8. Respondent admits the truth of each and every charge and allegation in
23 Accusation No. R-2075.

24 9. Respondent agrees that his Respiratory Care Practitioner License is subject
25 to discipline and he agrees to be bound by the Board's imposition of discipline as set forth in the
26 Disciplinary Order below.

27 CONTINGENCY

28 10. This stipulation shall be subject to approval by the Respiratory Care

1 Board. Respondent understands and agrees that the Board's staff and counsel for Complainant
2 may communicate directly with the Board regarding this stipulation and settlement, without
3 notice to or participation by Respondent or his counsel. By signing the stipulation, Respondent
4 understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation
5 prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation
6 as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force
7 or effect, except for this paragraph, it shall be inadmissible in any legal action between the
8 parties, and the Board shall not be disqualified from further action by having considered this
9 matter.

10 11. The parties understand and agree that facsimile copies of this Stipulated
11 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same
12 force and effect as the originals.

13 12. In consideration of the foregoing admissions and stipulations, the parties
14 agree that the Board may, without further notice or formal proceeding, issue and enter the
15 following Disciplinary Order:

16
17 **DISCIPLINARY ORDER**

18 IT IS HEREBY ORDERED that Respiratory Care Practitioner License No. 23684
19 issued to Respondent Miguel E. Zaragoza is revoked. However, the revocation is stayed and
20 Respondent is placed on probation for three (3) years from the effective date of this decision on
21 the following terms and conditions.

22 1. **RESTRICTION OF PRACTICE** Respondent may not be employed or
23 function as a member of a respiratory care management or supervisory staff during the entire
24 length of probation. This includes lead functions.

25 Respondent is prohibited from working in home care unless it is under direct
26 supervision and personal observation.

27 Respondent is prohibited from working for a registry.

28 2. **SUPERVISOR QUARTERLY REPORTS** Supervisor Quarterly Reports

1 of Performance are due for each year of probation and the entire length of probation from each
2 employer, as follows:

3 For the period covering January 1st through March 31st, reports are to be completed and
4 submitted between April 1st and April 7th. For the period covering April 1st through June 30th,
5 reports are to be completed and submitted between July 1st and July 7th. For the period covering
6 July 1st through September 30th, reports are to be completed and submitted between October 1st
7 and October 7th. For the period covering October 1st through December 31st, reports are to be
8 completed and submitted between January 1st and January 7th. Respondent is ultimately
9 responsible for ensuring his employer(s) submits complete and timely reports. Failure to ensure
10 each employer submits complete and timely reports shall constitute a violation of probation.

11 3. OBEY ALL LAWS Respondent shall obey all laws, whether federal,
12 state, or local. Respondent shall also obey all regulations governing the practice of respiratory
13 care in California.

14 Respondent shall notify the Board in writing within 14 days of any incident
15 resulting in his arrest, or charges filed against, or a citation issued against Respondent.

16 4. QUARTERLY REPORTS Respondent shall file quarterly reports of
17 compliance under penalty of perjury, on forms to be provided to the probation monitor assigned
18 by the Board. Omission or falsification in any manner of any information on these reports shall
19 constitute a violation of probation and shall result in the filing of an accusation and/or a petition
20 to revoke probation against Respondent's respiratory care practitioner license.

21 Quarterly report forms will be provided by the Board. Respondent is responsible
22 for contacting the Board to obtain additional forms if needed. Quarterly reports are due for each
23 year of probation and the entire length of probation as follows:

24 For the period covering January 1st through March 31st, reports are to be
25 completed and submitted between April 1st and April 7th. For the period covering April 1st
26 through June 30th, reports are to be completed and submitted between July 1st and July 7th. For
27 the period covering July 1st through September 30th, reports are to be completed and submitted
28 between October 1st and October 7th. For the period covering October 1st through December 31st,

1 reports are to be completed and submitted between January 1st and January 7th.

2 Failure to submit complete and timely reports shall constitute a violation of
3 probation.

4 5. PROBATION MONITORING PROGRAM Respondent shall comply
5 with requirements of the Board appointed probation monitoring program, and shall, upon
6 reasonable request, report to or appear to a local venue as directed.

7 Respondent shall claim all certified mail issued by the Board, respond to all
8 notices of reasonable requests timely, and submit Annual Reports, Identification Update reports
9 or other reports similar in nature, as requested and directed by the Board or its representative.

10 Respondent is encouraged to contact the Board's Probation Program at any time
11 he has a question or concern regarding his terms and conditions of probation.

12 Failure to appear for any scheduled meeting or examination, or cooperate with the
13 requirements of the program, including timely submission of requested information, shall
14 constitute a violation of probation and will result in the filing of an accusation and/or a petition to
15 revoke probation against Respondent's respiratory care practitioner license.

16 6. PROBATION MONITORING COSTS All costs incurred for probation
17 monitoring during the entire probation shall be paid by the Respondent. The monthly cost may
18 be adjusted as expenses are reduced or increased. Respondent's failure to comply with all terms
19 and conditions may also cause this amount to be increased.

20 All payments for costs are to be sent directly to the Respiratory Care Board and
21 must be received by the date(s) specified. (Periods of tolling will not toll the probation
22 monitoring costs incurred.)

23 If Respondent is unable to submit costs for any month, he shall be required instead
24 to submit an explanation of why he is unable to submit the costs, and the date(s) he will be able
25 to submit the costs including payment amount(s). Supporting documentation and evidence of
26 why the Respondent is unable to make such payment(s) must accompany this submission.

27 Respondent understands that failure to submit costs timely is a violation of
28 probation and submission of evidence demonstrating financial hardship does not preclude the

1 Board from pursuing further disciplinary action. However, Respondent understands providing
2 evidence and supporting documentation of financial hardship may delay further disciplinary
3 action.

4 In addition to any other disciplinary action taken by the Board, an unrestricted
5 license will not be issued at the end of the probationary period and the respiratory care
6 practitioner license will not be renewed, until such time all probation monitoring costs have been
7 paid.

8 The filing of bankruptcy by Respondent shall not relieve the Respondent of his
9 responsibility to reimburse the Board for costs incurred.

10 7. EMPLOYMENT REQUIREMENT Respondent shall be employed a
11 minimum of 24 hours per week as a respiratory care practitioner for a minimum of 2/3 of his
12 probation period.

13 Respondent may substitute successful completion of a minimum of thirty (30)
14 additional continuing education hours, beyond that which is required for license renewal, for
15 each 8 months of employment required. Respondent shall submit proof to the Board of
16 successful completion of all continuing education requirements. Respondent is responsible for
17 paying all costs associated with fulfilling this term and condition of probation.

18 8. NOTICE TO EMPLOYER Respondent shall be required to inform his
19 employer, and each subsequent employer during the probation period, of the discipline imposed
20 by this decision by providing his supervisor and director and all subsequent supervisors and
21 directors with a copy of the decision and order, and the Accusation in this matter prior to the
22 beginning of or returning to employment or within 14 days from each change in a supervisor or
23 director.

24 If Respondent is employed by or through a registry [and is not restricted from
25 working for a registry], Respondent shall make each hospital or establishment to which he is sent
26 aware of the discipline imposed by this decision by providing his direct supervisor and
27 administrator at each hospital or establishment with a copy of this decision, and the Accusation
28 in this matter prior to the beginning of employment. This must be done each time there is a

1 change in supervisors or administrators.

2 The employer will then inform the Board, in writing, that he is aware of the
3 discipline, on forms to be provided to the Respondent. Respondent is responsible for contacting
4 the Board to obtain additional forms, if needed. All reports completed by the employer must be
5 submitted from the employer directly to the Board.

6 Respondent shall execute a release authorizing the Board or any of its
7 representatives to review and obtain copies of all employment records and discuss and inquire of
8 the probationary status with any of Respondent's supervisors or directors.

9 9. CHANGES OF EMPLOYMENT OR RESIDENCE Respondent shall
10 notify the Board, and appointed probation monitor, in writing, of any and all changes of
11 employment, location, and address within 14 days of such change. This includes, but is not
12 limited to, applying for employment, termination or resignation from employment, change in
13 employment status, change in supervisors, administrators or directors.

14 Respondent shall also notify his probation monitor AND the Board IN WRITING
15 of any changes of residence or mailing address within 14 days. P.O. Boxes are accepted for
16 mailing purposes, however the Respondent must also provide his physical residence address as
17 well.

18 10. SURRENDER OF LICENSE Following the effective date of this
19 decision, if Respondent ceases practicing due to retirement, health reasons or is otherwise unable
20 to satisfy the terms and conditions of probation, he may request the voluntary surrender of his
21 license. The Board reserves the right to evaluate Respondent's request and to exercise its
22 discretion whether or not to grant the request or to take any other action deemed appropriate and
23 reasonable under the circumstances. Upon formal acceptance of the surrender, within 15
24 calendar days Respondent shall deliver his wallet and wall certificate to the Board or its designee
25 and he shall no longer practice respiratory care. Respondent will no longer be subject to the
26 terms and conditions of probation and the surrender of Respondent's license shall be deemed
27 disciplinary action. If Respondent re-applies for a respiratory care license, the application shall
28 be treated as a petition for reinstatement of a revoked license.

1 11. COST RECOVERY Respondent shall pay to the Board a sum not to
2 exceed the costs of the investigation and prosecution of this case. That sum shall be \$1352.50
3 and shall be paid in full directly to the Board, in equal quarterly payments, within one (1) year
4 from the effective date of this decision. Cost recovery will not be tolled.

5 If Respondent is unable to submit costs timely, he shall be required instead to
6 submit an explanation of why he is unable to submit these costs in part or in entirety, and the
7 date(s) he will be able to submit the costs including payment amount(s). Supporting
8 documentation and evidence of why the Respondent is unable to make such payment(s) must
9 accompany this submission.

10 Respondent understands that failure to submit costs timely is a violation of
11 probation, and submission of evidence demonstrating financial hardship does not preclude the
12 Board from pursuing further disciplinary action. However, Respondent understands that
13 providing evidence and supporting documentation of financial hardship may delay further
14 disciplinary action.

15 Consideration to financial hardship will not be given should Respondent violate
16 this term and condition, unless an unexpected AND unavoidable hardship is established from the
17 date of this order to the date payment(s) is due.

18 The filing of bankruptcy by the Respondent shall not relieve the Respondent of his
19 responsibility to reimburse the Board for these costs.

20 12. TOLLING FOR OUT-OF-STATE RESIDENCE OR PRACTICE Periods
21 of residency or practice outside California, whether the periods of residency or practice are
22 temporary or permanent, will toll the probation period, but will not toll the cost recovery
23 requirement, nor the probation monitoring costs incurred. Travel out of California for more than
24 30 days must be reported to the Board in writing prior to departure. Respondent shall notify the
25 Board, in writing, within 14 days, upon his return to California and prior to the commencement
26 of any employment where representation as a respiratory care practitioner is/was provided.

27 13. VALID LICENSE STATUS Respondent shall maintain a current, active
28 and valid license for the length of the probation period. Failure to pay all fees and meet

1 Continuing Education requirements prior to his license expiration date shall constitute a violation
2 of probation.

3 14. VIOLATION OF PROBATION If Respondent violates any term of the
4 probation in any respect, the Board, after giving Respondent notice and the opportunity to be
5 heard, may revoke probation and carry out the disciplinary order that was stayed. If a petition to
6 revoke probation is filed against Respondent during probation, the Board shall have continuing
7 jurisdiction and the period of probation shall be extended until the matter is final. No petition for
8 modification of penalty shall be considered while there is an accusation or petition to revoke
9 probation or other penalty pending against Respondent.

10 15. COMPLETION OF PROBATION Upon successful completion of
11 probation, Respondent's license shall be fully restored.

12
13 ACCEPTANCE

14 I have carefully read the Stipulated Settlement and Disciplinary Order. I
15 understand the stipulation and the effect it will have on my Respiratory Care Practitioner License.
16 I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and
17 intelligently, and agree to be bound by the Decision and Order of the Respiratory Care Board.

18 DATED: October 8, 2007

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20 Original signed by: _____
21 MIGUEL E. ZARAGOZA
22 Respondent
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ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Respiratory Care Board of the Department of Consumer Affairs.

DATED: November 7, 2007

EDMUND G. BROWN JR., Attorney General
of the State of California

Original signed by: _____
ELAINE GYURKO
Senior Legal Analyst

Attorneys for Complainant

**BEFORE THE
RESPIRATORY CARE BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

Case No. R-2075

MIGUEL E. ZARAGOZA
17550 Scott Lane #103
Santa Clarita, CA 91387

Respiratory Care Practitioner License No. 23684

Respondent.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Respiratory Care Board, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on December 28, 2007.

It is so ORDERED December 19, 2007.

Original signed by:

LARRY L. RENNER, BS, RRT, RCP, RPFT
PRESIDENT, RESPIRATORY CARE BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA